

# THE RALEIGH NEWS.

VOL. XII—NO. 140.

RALEIGH, N. C., SATURDAY MORNING, AUGUST 10, 1878.

\$5.00 PER ANNUM

J. J. Ferrell, one of the Radical members elected to this county, is clearly ineligible to a seat in the Legislature. His term of office as Chairman of the Board of County Commissioners does not expire until December 1st, while the term of office of a member of the General Assembly begins (Art. 2, Sec. 25, amended Constitution) at the time of his election. Sec. 7, Art. 14 of the same Constitution forbids a man from holding two offices of trust or profit at the same time.

It is roundly boasted that the National movement cannot hurt the Radical party in the South, because it is made up of negroes, who cannot be moved from party allegiance. Exactly so. And yet while men propose to divide among themselves, at the risk of that same negro constituency in the South, from which they have barely escaped, and whose terrible lessons they would seem to have forgotten. When the frightful plague scourged Florence, in the days of Boccaccio, at the first symptoms of its appearance the citizens gave themselves up to indulgence and excess, instead of taking the proper salutary measures to kill it out entirely. The result conveyed a warning. The pestilence took new lease of life and raged with greater fury than before.

Demis Kearney is not consistent, to say the least of it. In his Boston speech, the same one in which he placed the blame of Navarre on the head of Ben. Butler, he declared, in no breath, that it takes "millions to buy an honest man," while, in the next, he swore that any body could get a scribbler to write him a good speech for two dollars and a half. Even, says a contemporary, if we put so low a figure as \$1,000,000 as the market value of honesty and then contrast that amount with the beggarly \$2.50 which boasted Honesty pays to poor Scribbler for the speech which is the source of all his wealth, we see to what an extent grammatical and rhetorical "labor" is crushed beneath the advantage of the Kearneys who clutch the working-man by the throat and deny him a fair share of the product of his industry.

How folks will differ! The special correspondent of the New York Times says: "Robert A. Jenkins, of Granville county, heretofore a leading Democrat, has declared himself a candidate for Congress in this district upon the National platform. Mr. Jenkins is a man of considerably more than ordinary ability, and will doubtless make an effective canvass of the district." And here is the Durham Tobacco Plant, which says about the same individual: "We learn through the columns of the Free Lance that R. A. Jenkins, better known as old Bob Jenkins, is a candidate for Congress in this district as a National. When will wonders cease? The idea of old Bob Jenkins being a candidate for Congress? He is not half so well qualified to represent this district in Congress as Lewis Jenkins is to represent Orange in the Legislature. Lewis received only nine votes in this county, as many or more than Jenkins will in the district."

The Senatorial Question.

The public will not have failed to note that the News some days ago called for a cessation in the discussion of the Senatorial question, and that neither editorially nor by correspondence has there been any word in these columns on the subject since.

The News and all the friends of Governor Vance are content to leave the Senatorial matter where the people have placed it,—in the hands of the Democratic members elect to the Legislature. It is neither proper nor profitable now to attempt to influence the minds of those gentlemen, bound as they are by the sentiments and wishes of their constituents, and every effort in that direction at this stage must be set down to a purpose to bulldoze the new Legislature.

Governor Vance and his friends are willing to abide the will and pleasure of the Legislature. They submit the Senatorial question to the caucus of the Democratic members of the Legislature, the decision of that caucus to be the law of the party, and the end of the Senatorial contest. And there is neither propriety in nor necessity for further discussion on the subject.

But if the opponents of Governor Vance persist in their assaults upon him, and continue their misrepresentations through a hostile press, it is not to be expected that his friends shall remain silent. Having called a halt, the News means it, but if it shall be made necessary to continue this interminable contest, and the other side will thrust it upon the public, the News will feel constrained to maintain its ground, however reluctant it may be to afflict the public with a needless agitation.

Coming to Terms.

Yesterday in the United States Court 128 illicit distillers pleaded guilty with the understanding that judgment would be suspended, they to return home and go unmolested, provided they offended the law no more.

Will be Tried by Drumhead Court Martial.

By Cable to the News.

LONDON, August 8.—A Vienna dispatch says a proclamation has been issued in Herzegovina announcing that all persons who offer resistance to the Austrians will be tried by drumhead court martial.

## STRIKING MINERS.

'Prospects of Aggravated Disorders—Stirring up the Troubles—Labor Agitators.

By Telegraph to the News.

DUNELLY, N. I., August 9.—A number of the operatives of the Mineral Railroad Miners Company have struck work. The striking collieries are in Shamokin region. As far as ascertained there has been no riotous demonstration, but as the situation is uneasy even precarious there is a possibility that the least indiscreet movement might precipitate a collision. It is said that Charles Parrish, President of the Lehigh and Wilkesbarre Coal Company, which is an offshoot of the Central Railroad of New Jersey and one of the principal coal carrying companies of the country positively asserts there will be no trouble other than what the situation indicated last night, unless some unexpected injudicious influence should be brought to bear upon the miners of the Wyoming region. Parrish is a representative of the coal and railroad interests of the Wyoming basin. He has endeavored by kindness and liberality to conciliate the miners and laborers, and it is said is still willing to make any satisfactory arrangement beyond agreeing to 30 per cent. increase in wages, as demanded by the miners at Empire shaft. The workmen of Lackawanna are restless. The labor agitators are steadily pursuing their avocation, and their work has already been productive of discord and dissension. There is a prospect at no late date of aggravated disorders. In the outlying districts where the Mollie Maguire elements has influence, there are indications of troublous times. The Central Railroad of New Jersey is busied engaged plying large quantities of anthracite on the seaboard market. It is believed this is being done in anticipation of trouble on the part of the miners and laborers.

## FIRST CONGRESSIONAL DISTRICT.

Major Yeates Renominated.

By Cable to the News.

ELIZABETH CITY, August 9.—Yeates was nominated at Edenton on the seventh ballot. The first ballot was: Yeates, seven and a quarter; Coke, four; Latham, five and three-fourths. On the seventh ballot Yeates got nine and a half and Latham seven and a half. Once more Yeates was elected with great excitement and enthusiastic demonstration. The candidates behaved well. J. B. Stickney, of Pitt, was the permanent chairman. The convention lasted into the night. Three thousand were present. Yeates was speaking when left.

## Foreign Intelligence.

By Cable to the News.

LONDON, August 9.—A Rome dispatch says the report of the appointment of Cardinal Nina, as Secretary of State, is confirmed.

A Vienna dispatch says, Caratheodori Pasha has received fresh instructions of a conciliatory character, and has communicated them to Andrassy.

A Constantinople dispatch says the Russians have been ordered to occupy Yarmak.

PARIS, August 9.—The Franco-American Conference at the Grand Hotel, Duprat Wilson and Rouvier, and other French secretaries of state.

LONDON, August 9.—Ernest Gye and Mlle. Albani, married Tuesday, at the Roman Catholic Chapel, in Warwick Street. The affair was very private.

ST. PETERSBURG, August 9.—A despatch to the Godes dated Tiflis, August 3rd, reports that an explosion in the mines of the fortifications of Kars, resulted in a fire which destroyed the best portion of the city.

## The Home Rulers.

By Cable to the News.

EDINBURGH, August 9.—The London correspondent of the Edinburgh Scotsman, says: "The meeting of the Executive Committee of the Home Rule Confederation, Wednesday, passed a resolution strongly condemning Dr. Isaac Butt, Liberal and home rule member for Limerick, and the majority of home rule members for their conciliatory policy towards the government. This is probably the first step in the crusade against Dr. Butt's leadership which indeed is ended for all practical purposes."

## Colorado Republicans.

By Cable to the News.

DENVER, COLO., August 9.—The Republican State Convention nominated for Governor, F. W. Pitkin; for Lieutenant Governor, H. W. Tabor; for Congress, James B. Delford; for Secretary of State, N. H. Meldrum; for Treasurer, U. S. Culver; for Auditor, E. K. Stinson; for Attorney-General, C. W. Wheeler; for Superintendent of Schools, J. C. Shattuck; for Regent of the State University, H. M. Hale.

## Rumor Contradicted.

By Cable to the News.

The Post in a semi official form contradicts the announcement in the Paris Constitution that a marriage is arranged between Prince Louis Napoleon and Princess Ilyra.

## A Woman Going to Parliament.

By Cable to the News.

MANCHESTER, August 9.—The London correspondent of the Manchester Guardian says the Radicals of South-wark propose to nominate Miss Helen Taylor for Parliament at the next general election and thus practically raise the question of woman's rights.

## Explosion of a Powder Magazine.

By Cable to the News.

BUCHAREST, August 9.—By the explosion of a Russian powder magazine, at Fratesti, yesterday, 55 persons were killed and 31 injured.

## Paris Cabmen on a Strike.

By Cable to the News.

PARIS, August 9.—The cabmen of Paris, the number of 4,800, are on a strike. They will hold a general meeting at the Cirque Fernando to-night.

## Views of Congressman Blackburn.

By Telegraph to the News.

WASHINGTON, August 9.—Representative Blackburn, chairman of the Democratic Congressional Campaign Com-

## DIGEST OF OPINIONS.

Of the Supreme Court, Filed at June Term, 1878, to Appear in 79 N. C. Reports.

[Reported for the News by Walter Clark, Esq., Attorney at Law]

By SMITH, C. J.

98. Ten Broeck v. Orchard, from Cambridge. It is not the province of the judge to order a correction of error, or the removal of defects, in the pleadings *mero motu*, though on application he may permit this to be done.

Inconsistent defenses in an answer are obnoxious to criticism when properly and distinctly set out. C.C.P. Sec. 103.

By SMITH, C. J.

99. Commissioners of Currituck county v. Commissioners of Dare, from Dare. In the act (1869-70, ch. 36, sec. 7, which created Dare county out of portions of Currituck, Tyrrell, and Hyde it is provided "that the portion of the citizens taken from the county of Currituck and attached to the county of Dare shall not be released from their proportion of the outstanding county debt of Currituck. The commissioners of Currituck recovered judgment against the commissioners of Dare for their proper proportion of the debt under this provision and applied for a mandamus to levy a tax to pay the debt. The judgment only ascertained the amount of the debt and that the mandamus should order the tax to be levied only on that part of Dare which formerly belonged to Currituck and not on the whole county.

By SMITH, C. J.

100. State v. Hill, from New Hanover. An indictment for wilfully and maliciously injuring a cow, which concludes at common law is defective if it fails to charge that the injury was done maliciously or from malice to the owner. It is defective under the statute if it fails to conclude "contrary to the form of the statute." Allegation of the mal-treatment of a "cow" is not supported by proof of the bad treatment in the indictment. The charge should be as specific as the proof. It is not always safe to pursue the words of the statute.

By SMITH, C. J.

101. Dawson v. Hartsfield, from Lenoir. A judgment obtained against a debtor and an adjudication, before a discharge in bankruptcy on a debt existing at the time of filing the petition is barred. The bankrupt can plead his discharge in bar to the judgment after the lapse of eight years, when the plaintiff has delayed till that time all effort to enforce it.

By SMITH, C. J.

102. Dunn v. Tilley, from Halifax. A mortgagee left in possession has the right to lease and receive the rent accruing rent until the mortgagee interferes and claims it. A purchaser of land from a mortgagee under a covenant to convey free of all incumbrances on payment of purchase money, is not bound to pay the purchase money unless the bargain can convey an unencumbered title. But where such sale was accompanied by an agreement that, if the bargainee failed to meet his payments, the mortgagee was to treat him as a tenant and receive rent, to be credited on the notes for the purchase money, the contract of purchase remaining intact, the purchasers having had undisturbed possession for the year, the plaintiff has delayed till that time all effort to enforce it.

By SMITH, C. J.

103. McNeill v. Chabourne, from Robeson. The act "concerning the inspection of lumber in the city of Wilmington" Private acts 1874-75 chap. 155, leaves the right to sell and receive the rent to make his own contract of sale and see to its execution. He cannot sue to recover an additional sum, alleged to be due if the timber was measured under the provisions of the act, after having accepted the actual measure by the usual mode of measurement.

By SMITH, C. J.

104. Puchall v. Brandon, from Caswell. In an action against the administrator of the vendee of land for the purchase money, the heirs at law should be made parties defendant. The plaintiff cannot recover till he tenders a good title, and it must be tendered not to the administrator but to the heirs. A reference and award made in the case when the heirs were not parties must be set aside.

By READ, J.

105. State v. Davis, from Wake. There was no agreement of the wife by her husband in 1873, and in 1877 the husband, though continuing to live separate, promised, nevertheless, to support his wife, but after a short while ceased to do so. Held: The parties being already separated, was an act of abandonment.

The fact that the defendant is under arrest in an action of breach of promise and section when considered a marriage does not constitute duress. The arrest is lawful. It may have been compulsion, but was not duress.

By READ, J.

106. Shields v. Smith, from Halifax. Where there is a transaction between A, B, and C, and B is dead, C is nevertheless a competent witness to the fact in 1877 longer to support his wife, the parties being already separated, was an act of abandonment.

The fact that the defendant is under arrest in an action of breach of promise and section when considered a marriage does not constitute duress. The arrest is lawful. It may have been compulsion, but was not duress.

By READ, J.

107. Williams v. Wooten, from Bladen. An administrator (since deceased) filed his accounts showing a balance of \$277 due the estate by him and the same day filed a memorandum of "judgments in favor of etc." and of \$1,000 in notes and accounts due himself. Held: That a witness cannot testify as to the said notes and accounts, they not being produced nor their absence accounted for. The judgments mentioned in the memorandum being evidently judgments against his intestate, the administrator could not have made application of the balance, admit-

## THE CALIFORNIA AGITATOR.

By Correspondence N. Y. Tribune.

The great trouble with Mr. Dennis Kearney is that he has absolutely nothing to say! He has a few ideas in his head as any man I ever heard speak. He has no facts, no statistics, and if I caught him signs a right, a few more victories like that of last night, will finish his career forever. People were tired of him long before he was done, and a fatal sign—several left the hall before his speech was ended. The impression, I came away with, was that he had been looking about him carefully since he came here, and that the vast difference between this community and the one he gloried in "representing" had been borne in upon him in his reported indecency of speech he was way to take all the starch out of his stock in trade. He had found out, that nobody wanted his indecency, and that his profanity was not much needed, because it was not for the people he represented. The consequence was that his reported indecency of speech he was way to take all the starch out of his stock in trade. He had found out, that nobody wanted his indecency, and that his profanity was not much needed, because it was not for the people he represented.

By BYNUM, J.

109. Smith v. Pipkin, from Harriet. The question of debt or no debt is not a proper one for the determination of the Probate Court in respect to a lunatic. The court has no jurisdiction to a sane person, it is only when the debt is admitted or established that the jurisdiction arises to make provision for its payment, upon the application of a creditor. The Court of Probate has no jurisdiction to provide for the payment of a debt created by a lunatic before his lunacy, but the Superior Court only.

By BYNUM, J.

110. Heck v. Williams, from Harriet. When a debt is conveyed after a judgment is docketed against him in the county where the land lies, the administrator of such debt unless upon proof that the conveyance was with intent to defraud creditors has no power over it under *Bell v. Jones*, sec. 71 nor has the Probate Court jurisdiction to enforce the lien of the docketed judgment or to order a sale of land of which the intestate did not die seized and possessed. An intestate who conveys to a sane person is not implied in law when a debt or conveys or mortgages land on which there is a lien of a docketed judgment. The plaintiff must seek to enforce his rights, acquired by the lien of a docketed judgment, by some other proceeding.

By BYNUM, J.

111. Matthews v. Copeland, from Northampton. Lands descended upon plaintiff's mother in 1820 after which she married. Under a petition filed by husband and wife and others, tenants in common, the lands were sold by the clerk and master and the purchase money collected and paid in 1834 and 1835. The C. & M. gave two bonds in 1850, and again in 1854. Plaintiff's mother died before her husband. Held: The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes.

By BYNUM, J.

112. Moore v. Whitted, from Bladen. In this case the summons was not signed by the clerk or other person (though endorsed with "serv e accept ed.") no complaint, bond, note or evidence of debt appeared on file. The judgment, the docketed of record when judgment was taken does not show that any jury was impaneled, and the entries "complaint filed" and "judgment according to specialty filed" were the handwriting of the clerk on the docket. There was no allegation that the judgment was obtained by fraud. Held: As the summons states no cause of action and no complaint was filed there was nothing on which the court could grant judgment. It was a judgment without allegation, pleading or proof. This court is satisfied that it was not rendered with the knowledge of the judge presiding. It is an irregular judgment, and as such, could be set aside at any time.

By FAIRCLOTH, J.

113. Grant v. Burgess, from Northampton. In this case the court below found as a fact that service was had by publication, and on examination of the whole record this court approves the finding. An affidavit for an attachment is sufficient, if in the very words of the statute. An attachment will not be dissolved if, on looking at the whole record, the statute of the case has been substantially complied with.

By FAIRCLOTH, J.

114. Jeffers v. Green, from Warren. A married woman can mortgage her separate property for her own benefit, or to borrow money for the improvement of her separate property, her husband joining in the deed.

By MISS MARY ANDERSON.

Miss Mary Anderson, the actress, arrived at New York, from Europe, on Saturday, on the steamship Montreal. She returns in perfect health and a thoroughly equipped wardrobe, having had all her dresses made under the direction of the customer of the Theatre Francaise. Miss Anderson, on being interviewed in regard to her rumored marriage to Lieut. Fremont, laughed heartily. "Why," she said, "I never knew anything about it until I got in the City of Montreal to come home. Then a gentleman showed me a newspaper containing the report. Why, I never heard of Lieut. Fremont. Who is he?" She was told, and then added: "All my friends knew, of course, that I wasn't true. They know that I don't dream of any such thing. Oh, there is no such danger! But this is the first time. The newspapers married me to a St. Louis gentleman once, and the funny part of it was he used to play Romeo to my Juliet. The gentleman did marry a charming little woman, but not me."

Orders to Purge Mexican Debtors.

By Telegraph to the News.

WASHINGTON, August 9.—Mexican affairs were again discussed in the Cabinet to-day, the result was instructions to the Secretary of War to issue an order reiterating the provisions of that already existing requiring our forces to protect property of Americans on the Rio Grande at all hazards. If necessary to pursue the raiders into Mexican territory, it is to be done no matter what show of resistance is made.

## THE PACIFIC COAST OUTLOOK.

A Democratic Victory Assured in California and Nevada.

"Well has Kearney got the Democratic party of California down asked for the vote of the Pacific Coast. The rights of the people here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The administrator of his father was entitled to recover the interest accrued up to his death. The defendants being the only sureties on the bonds there is no force in a demurrer made to the plaintiff having declared upon a breach of both bonds. The plaintiff is entitled to interest at 12 per cent. per annum from his father's death. Note by the court. The rights of the plaintiff here arise under the laws as married women which were in force prior to the constitutional changes. The plaintiff as heir at law of his mother could recover the principal of the purchase money and the interest from the death of his father. The











